



Contract Number

SAP Number

Preschool Services Department

Department Contract Representative	N. Michelle Petersen
Telephone Number	909-386-8369

Contractor	Management Information Technology USA dba ChildPlus Software
Contractor Representative	Arie Ausgood
Telephone Number	800-888-6674
Contract Term	July 1, 2024, - June 30, 2027
Original Contract Amount	\$272,500
Amendment Amount	N/A
Total Contract Amount	\$272,500
Cost Center	5911012220

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide record keeping and reporting system for the tracking of students, staff and program requirements for the Head Start, Early Head Start, and State Preschool programs, as further described in a statement of work (the "Services"); and

WHEREAS, based upon and in reliance on the representations of ChildPlus Software (Contractor), the County finds Contractor qualified to provide record keeping and reporting system for the tracking of students, staff, and program requirements for the Head Start, Early Head Start, and State Preschool programs; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

A. DEFINITIONS..... 3

B. CONTRACTOR RESPONSIBILITIES.....5

C. GENERAL CONTRACT REQUIREMENTS 13

D. TERM OF CONTRACT 244

E. COUNTY RESPONSIBILITIES..... 244

F. FISCAL PROVISIONS..... 25

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS..... 25

H. RIGHT TO MONITOR AND AUDIT 29

I. CORRECTION OF PERFORMANCE DEFICIENCIES 30

J. RESERVED 30

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS..... 30

L. NOTICES..... 32

M. ENTIRE AGREEMENT 33

ATTACHMENTS

- A. COMPLAINT AND GRIEVANCE PROCEDURE**
- B. ASSURANCE OF COMPLIANCE**
- C. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**
- D. CALIFORNIA STATE INCOME RANKINGS**

EXHIBITS

- 1. SUBSCRIPTION RENEWAL INFORMATION**

A. DEFINITIONS

1. Acuscreen – A one-on-one activity-based assessment, including direct observation and caregiver input, to provide a complete picture of each child. This includes assessments of cognitive, perceptual-motor, language, and social development.
2. Ages and Stages Questionnaire – Social-Emotional (ASQ S/E) – Research validated screening system that helps assess children’s social-emotional development.
3. California State Preschool Program (CSPP) – A combination of State Preschool, Prekindergarten and Family Literacy, and General Childcare center-based programs which include both part-day and full-day services that provide a core class curriculum that is developmentally and culturally appropriate for the children served.
4. Child Development Data Reporting (CDD-801A) – The data collection in which agencies report specific information about every family receiving childcare and development services provided by funding from a contract with the California Department of Education (CDE), Early Education and Support Division (EESD).
5. Child Development Management Information System (CDMIS) – A System that collects attendance information that is used by CDE to determine the Maximum Reimbursable Amount (MRA) to the contractor.
6. Classroom Assessment Scoring System Pre-K and Toddler (CLASS) – A research-based observational instrument that assesses classroom teacher quality, including the assessment of three broad domains that include a total of ten dimensions of teacher-child interactions that are linked to positive child outcomes.
7. Communication Screening – A tool used to identify children that may need an in-depth speech/language assessment and/or speech therapy services. It gives a snapshot of the child’s communication skills and identifies those children that need to be referred to the Local Education Agency (LEA) to determine if they qualify for special education services.
8. Contract – The written legal agreement between the County and the Contractor.
9. DayC-2 – A screening tool, for children ages six (6) weeks to three (3) years, that helps identify children with possible delays in the domains of Cognition, Communication, Social-Emotional Development, Physical Development, and Adaptive Behavior. Allows teaching staff to obtain information through observation, interview of caregivers, and direct assessment. Each domain reflects an area mandated for assessment and intervention for young children in Individuals with Disabilities Education Act (IDEA).
10. Desired Results Developmental Profile – Preschool (DRDP–2015) – An on-going observation-based assessment tool for children ages three (3) to five (5) years used to determine children’s developmental progress.
11. Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA) – Performance standards for determining eligibility, recruiting, selecting, enrolling, and monitoring attendance. Defines how Head Start and State Preschool programs recruit, select, and enroll children and families. Programs are responsible for assessing their communities and recruiting children and families who are most in need, including families below the poverty line, children with disabilities, families that are homeless, and pregnant women.
12. Family Partnership Agreement (FPA) – A written document that is developed through an interactive process between the support staff and family members to identify family strengths, set goals, and develop a plan to reach those goals.
13. Family Service Assessment (FSA) – A tool used to determine families’ immediate needs to make appropriate referrals for assistance.

14. Head Start Act – A federal law signed into law on December 12, 2007, through the Improving Head Start for School Readiness Act. The Act includes several reforms to the Head Start program, including placing a greater focus on the credentials of Head Start Teachers, and requires low-performing organizations to compete for renewal of their grants in their geographic region.
15. Head Start Performance Standards – Rules and regulations governing the federally funded Head Start and Early Head Start Programs.
16. Human Services – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
17. Individualized Educational Plan (IEP) – Head Start and/or State Preschool Service Plan developed with the family when a determination is made that a toddler aged three (3) to five (5) years needs special education and related services. IEP must be developed within thirty (30) days of a special needs determination.
18. Individual Family Service Plan (IFSP) – A plan designed to meet the unique educational needs of infant/toddlers, ages zero (0) to three (3) years. The IFSP expiration date must be tracked to ensure a new plan is obtained at the expiration date of the plan.
19. Local Education Agency (LEA) – Entity which operates a local public primary school or provides government services to schools within a local area.
20. Non-Federal Share (NFS) – An optional contribution of services, goods, or cash expended for an allowable Head Start and State Preschool program cost. Non-Federal Share must be tracked to ensure the agency meets the twenty percent (20%) mandate by the Office of Head Start (OHS).
21. Personally Identifiable Information (PII) – Information which can be used to distinguish or trace an individual's identity, including, but not limited to, name, social security number, date of birth, address, children's names, driver license number, any computer-based address or identifier.
22. Preschool Services Department (PSD) – Head Start/State Preschool Programs have been operating in the County since 1965. Since 1999, San Bernardino County PSD has provided these programs through a combination of direct and contracted services. PSD administers the Head Start/Early Head Start/State Preschool Programs and Home-Based Services at sites throughout the County. The primary function of the department is to provide subsidized childcare and educational instruction for children ages zero (0) to five (5) years from low-income families.
23. Privacy Laws – All applicable federal, state, and foreign data protection, privacy, and data security laws, as well as applicable regulations and formal directives intended by their nature to have the force of law, including, without limitation, the California Consumer Privacy Act ("CCPA") but excluding, without limitation, consent decrees.
24. Professional Development Plan – A plan for all employees who provide direct services to children designed to improve teacher and staff effectiveness by identifying and tracking trainings taken by staff.
25. Program Information Report (PIR) – A Head Start Program report that collects comprehensive data on the services, staff, children, and families served by Head Start and Early Head Start Preschool programs nationwide.
26. Services – The required services described in this Contract.
27. State Preschool Services – A state funded child development program that serves children ages three (3) to five (5) years in a classroom setting. To be eligible the child must meet age, income, and residency criteria. Priority is given to children who are recipients of Child Protective Services or at risk of abuse or neglect. State income guidelines are different than the federal poverty guidelines.

B. CONTRACTOR RESPONSIBILITIES

1. Contractor shall provide a fully functional record keeping and reporting system (“the system”) that consistently collects and records data, and provides accurate and timely information regarding children, families, and staff with minimal customization and complies with all, of the requirements listed below. The system must ensure appropriate confidentiality of all information entered into the system.

The system shall include the following:

- a. An eligibility enrollment report that prioritizes children based on criteria provided by PSD.
- b. The ability for users to view a listing of children by agency/site/classroom. Users must be able to choose a child from within the listing to display a snapshot of the child’s pertinent data within the same window. Users must be able to move from child to child without having to hit the browser back button to choose another child.
- c. The ability to create user defined fields, tables, and the ability for the County to make customizations in the database as needed.

2. Eligibility Recruitment Selection Enrollment and Attendance (ERSEA)

The system shall provide the following:

- a. The ability to enroll children in multiple program options that run concurrently or separately within the same day, as program enrollment may change daily.
- b. The ability to customize each program’s (e.g., Federal, State, other programs) eligibility/selection criteria.
 - 1) Each program option (e.g., Federal, State CDE, First 5) must have a viewable and printable priority enrollment report based upon the selection criteria that is unique to that program option.
 - 2) Income eligibility must be determined separately according to the specific program.
 - 3) State rankings shall be used for printable priority enrollment report for the California State Preschool Program.
3. Enter recertification dates due by specific program model.
4. Send reminder email to case manager (generalist) with due date of recertifications.
5. Track eligibility for children enrolled with the County across multiple programs, including Head Start, Early Head Start, State preschool, First 5, etc. The Contractor shall identify the following categories of eligibility within the system:
 - a. Categorical eligibility – Family
 - 1) Family is homeless.
 - 2) Child is a foster child.
 - b. Income Eligibility
 - 1) Family is under federal poverty guideline based upon family size.
 - c. California State Preschool Program (CSPP) - identify income rankings in accordance with the Childcare and Development Income Rankings per (Attachment D).
6. Attendance Tracking

The system shall include the following:

- a. Customized tracking of attendance by program model (e.g., Federal, State, other programs).

- 1) Customize absence reasons that are specific to each program model.
 - 2) Set calendars for each classroom/child that includes holidays and non-school days.
- b. The ability to transfer children from one site/program to another with an easily viewable audit trail or report that can be run.
 - c. The ability for users to run and export attendance data for the State only program in a format of the CDD-801A that is up loadable into the State CDMIS system.
 - d. Provide reports to show all attendance history for all children (including archived children from the prior year).
 - e. Tracking of daily meal counts/attendance, including the ability to note children that arrive late or leave early and do not receive a meal.
 - f. Tracking of home-based weekly visits and socializations.
 - g. An alert to program staff if a child is absent for four (4) consecutive days.

7. Education and Assessments

The system shall:

- a. Set specific deadlines for each assessment, to include, but not limited to, ASQ S/E, Acuscreen, speech screening, according to classroom based upon the start date.
- b. Capture all data for Pre-K and Toddler CLASS observations and allow upload of observations sheets to database for each classroom that was observed.
- c. Provide reports, including, but not limited to, the following:
 - 1) Calculate and display averages for each domain of CLASS and/or DRDP 2015.
 - 2) Calculate and display averages for each dimension.
 - 3) View observations and averages in detail by teacher, classroom, or site.
 - 4) Pull individual reports by site/class and by organization and place into charts for easy viewing.
 - 5) Aggregate/disaggregate assessment data by program, site, class, teacher, program option, domains, measures, age, dual language learners, and number of years in program.
- d. Track the following screenings and assessments, including, but not limited to, Acuscreen, ASQ S/E, Communication Screening, DayC-2, DRDP-PS (DRDP 2015 beginning 7/1/2015). PSD will not use ChildPlus.net to subvert the copyright protection of the copyright holders of any of these tools. For each screening, provide the following capability:
 - 1) Aggregate/disaggregate assessment data by child, program options, domains, measures, age, dual language learners, and number of years in program.
 - 2) Set triggers and alerts on system for events and have email notifications automatically sent to assigned internal users.
 - 3) Track aging information of overdue screenings and assessments (e.g., over 30 days).

8. Family Community Engagement

The system shall:

- a. Track Parent Engagement, including family goals, family assessments, case notes, family referrals, resources lists, home visits, and center conferences.
- b. Assign dual positions (e.g., generalist and teacher) for home visitors who perform dual roles, without having to assign two (2) usernames.
- c. Assign multiple sites to staff without having to give access to all sites.

9. Health/Mental Health/Disability

- a. The system shall track 30-45-90-day health screening requirements, with the ability to view information by child, classroom, site, and/or organization. Treatment status must be included as required by the PIR. The system shall determine the due date based upon different start dates of each program option that a child is enrolled in and allow a user to view children that are past due on required screenings.
- b. The system must track the following screenings. The dates are based upon the start date of the child:
 - 1) Physicals and Tuberculosis (TB) tests within thirty (30) days.
 - 2) Vision and hearing within forty-five (45) days.
 - 3) Heights and weights within forty-five (45) days. (Second screening is required by the end of February.)
 - 4) Dental Screenings within ninety (90) days.
 - 5) Anemia follow up – every three (3) months after referral is submitted.

10. Health/Immunizations

The system shall track the health status, follow up, and referral on health screenings such as physicals and blood test results, dental examinations and immunization information for children enrolled in a County program including the following:

- a. Results of TB tests, chest X-rays, physical examinations, blood tests results, and immunizations, with the ability to customize results based upon the needs of the County (e.g., to delete or add specific test results).
- b. The ability to run reports by specific test results (e.g., children who had no risk factor, abnormal test results).
- c. Run reports by specific exemption reasons (e.g., exempt for beliefs, medical waiver).
- d. Roll over health referrals from one program year into the next program year for repeater children.
- e. Generate a referral report for all repeater children with existing health referrals at rollover.

11. Nutrition

The system shall track nutrition information for all children enrolled in a County program and shall provide the following:

- a. Set different deadlines specific to each health requirement, per the PIR, by classroom, when there are different start dates (i.e., full day starts in July, State Preschool part day starts in August, Head Start part day starts in September).

- b. Calculate Body Mass Index (BMI) and provide users the ability to print out a Growth Assessment Report along with a chart showing the child's ranking as compared to the acceptable BMI for children aged two (2) years and older.
- c. The ability to print out a growth chart (weight for length and head circumference for age) for children, birth to twenty-four (24) months using one (1) chart for both.
- d. Provide the ability to run a report for child with food allergies, excluding environmental allergies, for each site.
- e. The ability to filter the list of all children with a BMI that is greater than eighty-five percent (85%) or under five percent (5%).
- f. When a referral is made in the system for nutritional problems, the system must automatically notify the Registered Dietician directly, and track the status of the referrals.

12. Mental Health

The system shall track behavioral observation referrals.

13. Disabilities

The system shall track the current documented or suspected disability for a child enrolled in a County program. The tracking shall include the following elements:

- a. Date of IEP/IFSP and type of disability.
- b. Notification within thirty (30) days of the expiration of any IEP/IFSP.
- c. The ability to filter multiple enrollment statuses on one (1) report.

14. Pregnancy and Birth

The system shall provide tracking for pregnancy and birth of those enrolled in a County program, including the ability to:

- a. Enter the due date of the unborn child, proof of pregnancy type, and date received.
- b. Notify staff of the need to follow up on birth of child, within seven (7) days after the due date.
- c. Track biweekly home visits.

15. Program Information Report (PIR) Tracking

The system shall track the comprehensive data on services, staff, children, and families served in a County Program, including the ability to:

- a. Noticeably mark all items required for the PIR.
- b. Run the PIR for the prior year up until August 1 of the following year.
- c. Conduct data validation for all PIR data entries.

16. Monitoring

The system shall track ongoing monitoring activities as noted in the OHS Monitoring Protocol for areas including, but not limited to, ERSEA, Fiscal, CLASS, Environmental Health & Safety, Comprehensive Services and School Readiness, Program Governance, Management Systems, and Family & Community Engagement.

The system shall:

- a. Provide tools to administer the multi-child compliance monitoring requirements (e.g., Federal, State, Child & Adult Food Care Program (CACFP)).
- b. Be updated with all changes in the OHS Monitoring Protocol.
- c. Provide customized checklists using the most current OHS Monitoring Protocol.
- d. Limit access for entry of data into the monitoring module.
- e. Provide customized corrective action plans for areas of concern, noncompliance, and deficiencies.
- f. Allow users to view detailed information (reports) for noncompliance and deficiency areas.
- g. Allow specific users to assign Corrective Action Plans (CAP) to individuals with a due date.
- h. Allow specific users to set schedule follow up visit for Corrective Action Plans.
- i. The ability to input monitoring results into the system in real time.

17. Reporting

The system shall have the ability to:

- a. Generate reports and graphs via user friendly methods (e.g., wizards).
- b. Create and run Ad Hoc reports for any area in the database.
- c. Customize assignments of users based on their usage and need to generate specific reports (e.g., Human Resources may be given access to all fields deemed necessary by the County).
- d. Query the system based on a specific search criterion.
- e. Provide dashboards to display information at agency, site, classroom, or assigned staff member level.
- f. Save reports into Excel, Word, or PDF formats.

18. The system shall have the ability to track the time frame of each contract that PSD currently has with vendors/agencies and the ability to set a trigger to notify a specified user within a specified period of time prior to the end of each contract.

19. Non-Federal Share (NFS)/Volunteer Tracking

The system shall:

- a. Track NFS based upon set valuations that may be entered into the system, and keep track by parent, classroom, site, and agency.
- b. Assign values based upon the type of volunteer work completed and provide an aggregate of the value.
- c. Enable staff to enter the information for volunteers based on time worked (in increments of twenty (25) hours).
- d. Enable staff to enter information for parent activities (school to home) in increments of twenty (25) hours for actual times.

20. Inventory

The system shall track all non-expendable equipment purchased, regardless of value:

The system shall:

- a. Tracks inventory by unique identifying number supplied by PSD.
- b. Includes the following items in the inventory:
 - 1) Grant Award Number.
 - 2) Status of equipment.
 - 3) Purchase price.
 - 4) Current Value.
 - 5) Description.
 - 6) Condition.
 - 7) Location.

21. State Fee Management – The CSPP contract provides funding for services to low-income families who could otherwise not afford childcare services. Eligible families, however, may be required to pay a portion of the costs for care (as determined by income eligibility in the CDD Family Fees schedule) at: <http://www.cde.ca.gov/sp/cd/ci/familyfeeschedjuly2014.asp>.

The system shall:

- a. Calculate fees on a daily/monthly basis (based upon state fee schedule) for each child enrolled in the full day CSPP program.
- b. Generate a monthly invoice (for mailing) to parents to show the fee due for the current month and any prior balance due.
- c. Document receipt of payments.
- d. Document any balance due per month.

22. Accounting

The system shall contain an accounting program that includes the following:

- a. Sets up and monitors separate budgets for each individual site.
- b. A requisition system that allows requisitions to move through the following process:
 - 1) Initiation.
 - 2) Submission to Program Manager for approval.
 - 3) Submission to the Director for approval.
 - 4) Processing by finance

23. Staff information/Personnel Records

The system shall provide the following:

- a. Information required by federal regulations, including, but not limited to:
 - 1) Preemployment physical.
 - 2) Initial hiring data (i.e., TB test results, physical, background).
 - 3) Date of fingerprint clearance verification/exemption information.
 - 4) Cardiopulmonary resuscitation (CPR)/First Aid certification date.

- 5) Food Handler card.
- 6) Teaching Credentials/Permits.
- 7) College transcript/degree information
- b. Initial hiring information input into the system shall be available for viewing, even after new information is added.
- c. The ability to run reports showing the original hiring information.
- d. Tracking of staff assignments to individual supervisors.
- e. Tracking of Worker's Compensation leave and leave of absence information and maintain a history of the data.
- f. Tracking of positions, by position number, and position type provided by the County.
- g. Tracking of vacant positions and easily run a report that will pull all vacancies that need to be filled.
- h. The ability to run reports showing staffing trends/turnover rates.
- i. Tracking of all staff qualifications (e.g., permits).
- j. Ability to enter all personal information for employees, including, but not limited to, date of birth, gender, marital status, race, address, and emergency contact.
- k. Degree information including, but not limited to, Early Childhood Education related degrees that are reported in the PIR.
- l. Ability to enter follow up data for staff goals that have been met.
- m. Track Work Performance Evaluations.
- n. Track trainings and classes that staff has attended, with the ability to pull up the training information by staff person, date, and/or name of training.
 - 1) Allow a user to input training information for multiple users at one time.
 - 2) The ability to upload scanned sign in-sheets, as an attachment to the corresponding training for easy viewing and reference

24. History Logs

Contractor shall provide a system that:

- a. Automatically captures and records important changes to data.
 - Includes the time the action was executed, name of the person making the modification, what type of modification occurred.
- b. Provide system security through unique username and password administration.
- c. Define various levels of security groups, user roles, and user profiles.
 - 1) Administer group membership of authorized personnel.
 - 2) Enforce a limit of consecutive, invalid access attempts by a user during a specified time period.

25. Security Requirements

Contractor shall meet the HS Privacy and Security requirements as provided in Section C, Paragraph 13 below, in addition to the following requirements.

- a. The system shall be equipped with a session lock mechanism automatically after a period of twenty (20) minutes of inactivity.

- b. Contractor shall provide an emergency plan to store data offsite and have backup that is accessible in the event of a catastrophic event.
- c. Contractor shall provide a recovery plan for emergency situations that will have the system available within a minimum of forty-eight (48) hours.

26. Maintenance of Locations/Work Orders

The system shall:

- a. Allow users to complete online work orders for maintenance required at each site.
- b. Have a numbering system to assign work order numbers.
- c. Assign specific sites to individual maintenance employees, and when a work order is completed, automatically assign the work order to the maintenance employee assigned to the site.
- d. Allow attachment of pictures to an individual work order.
- e. Assign categories to the work orders for areas of importance (e.g., safe environments – need action within forty-eight (48) hours).

27. Correspondence

The system shall generate standardized letters, forms, and Notice of Actions, in accordance with the following requirements.

- a. The ability to populate client information from the system into the letter, form, and/or Notice of Action.
- b. The letters, forms, and Notices of Action shall mirror required documents issued by the funding source, to include, but not limited to, State Notices of Action.
- c. The system shall format correspondence to send to the Primary Caregiver of the child.

28. Customer Support

The Contractor must provide customer service to the County, including the following:

- a. Notification and documentation for delivery of system patches, updates, and new releases, at least fifteen (15) days prior to any update.
- b. A toll-free telephone number available for users to call for technical support that is operational during County business hours (Monday – Friday, 7:00 am to 6:30 pm, Pacific Time).
- c. A system for prioritizing issues.
- d. A process for escalating issues not completed by anticipated completion time.
- e. The use of web conferencing and real time interactive technology to assist with support problem solutions.

29. IT Requirements

Contractor shall provide the following:

- a. Application data backup within two (2) hours of input and replication within one (1) hour.
- b. Support the application in a virtual server environment.
- c. Ensure database is frequently updated with any requested changes by the County and/or changes in regulations. Changes will be implemented upon PSD's approval of the price and specifications for each change. Any change resulting in an increase to the overall

Contract cost, will require a contract amendment and approval by the San Bernardino County Board of Supervisors.

- d. Provide users with the ability to open multiple documents/screens at one time.
- e. Allow the County to determine and choose which fields are validated (offer data validation).
- f. Rollover data for each fiscal year with a menu that enables users to choose children to rollover by current status, with minimal impact/disruption to the County.
- g. Provide an online User Manual that is updated with any changes in the system.
- h. Provide backup maintained off site to mitigate any major catastrophe or malfunction in the system.
- i. The ability to scan and upload documents up to 10MB in size per document.
- j. The system must be available between the hours of 7:00 am to 6:30 pm, Monday through Saturday, Pacific Time

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind,

the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality**
Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Director of Preschool Services or his/her designee or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.
14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b; and
- d. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management’s (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
16. **Drug and Alcohol-Free Workplace** – In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor’s employees, while performing service for the County, on County property, or while using County equipment:
- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor’s employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County-on-County property, or using County equipment, of the County’s objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County if the Contractor or Contractor’s employees are determined by the County not to be in compliance with above.

17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
18. **Reserved.**
19. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County’s environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, (CCR) title 20, section 1401 et seq.).

20. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

21. **Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential

information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible, or intangible form and however stored, compiled, or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **Reserved**
31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements, or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the PSD Director or their designee and shall include County approved branding.
35. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.

36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of PSD through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor’s contract.

Contractor shall obtain County’s written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County’s request, Contractor shall provide information regarding the subcontractor’s qualifications and a listing of a subcontractor’s key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County’s reporting formats and procedures as specified by County.
- c. Include in the subcontractor’s subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.
39. **Termination for Convenience** – The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any

action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict-of-interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor’s officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
43. **Former County Administrative Officials** – Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Executive Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
44. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

45. **Copyright** – County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.
46. **Artwork, Proofs and Negatives** – All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.
47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

48. **Reserved**
49. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures, or deleting personal information. Contractor must not sell, market, or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).
50. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible.

Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

51. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

52. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants, or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

53. **Reserved**

54. **Reserved.**

55. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

56. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

57. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.

58. **Reserved**

59. **211 Registration** – Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

60. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

61. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the

reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

62. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
 - b. Attachments to this Contract, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
63. **Equipment** – County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
64. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements, and understandings, oral, written, and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
65. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
66. **Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment C– Campaign Contribution Disclosure (SB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary, or otherwise related business entity of contractor.

D. TERM OF CONTRACT

1. This Contract is effective as of July 1, 2024, and expires June 30, 2027, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one (1) additional three (3) year period by mutual agreement of the parties.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

1. Compensate Contractor per the provisions outlined in Section F of this Contract.
2. Work cooperatively with Contractor to set up areas in the recordkeeping and reporting database that will conform to the needs of the program.
3. Designate an individual to serve as the primary point of contact for the recordkeeping and reporting database, and who will serve as the database Administrator on behalf of the County.
4. Monitor and evaluate Contractor performance on an ongoing basis and schedule periodic meetings with Contractor to discuss performance, problem areas, procedures, and recommended changes.
5. Accept any in-kind contributions from the Contractor towards PSD's in-kind requirement.
6. County shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the Contractor to County or an agent of County or otherwise made available to County or County's agent in connection with this Contract; or, (2) acquired, obtained, or learned by County or an agent of County in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. Confidential information does not include information that: (a) is already known to County without restriction on use or disclosure prior to receipt of such information from the Contractor; (b) is or becomes generally known by the public other than by breach of this Contract by, or other wrongful act of, County; (c) is developed by County independently of, and without reference to, any confidential information of the Contractor; or (d) is received by County from a third party who is not under any obligation to the Contractor to

maintain the confidentiality of such information. County may disclose confidential information of the Contractor to the extent compelled by law to do so, provided County gives the Contractor prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Contractor's cost, if the Contractor wishes to contest the disclosure. If County is compelled by law to disclose the Contractor's confidential information as part of a civil proceeding to which the Contractor is a party, and the Contractor is not contesting the disclosure, the Contractor will reimburse County for its reasonable cost of compiling and providing secure access to that confidential information. The system is Contractor's confidential information.

F. FISCAL PROVISIONS

1. The maximum amount of reimbursement under this Contract shall not exceed \$272,500 of which \$272,500 may be federally funded and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice. All invoices shall be sent to psdaccountspayable@psd.sbcounty.gov.
3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
7. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents, and volunteers, from any, and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark, or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that

such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employer’s Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing

coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse, and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. **Cyber Liability Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any, and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any, and all reporting requirements established by this Contract.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
7. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
Number: 93.600 Title: Head Start

8. County is required to identify the Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331, and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in SAM	Management Information Technology USA, dba ChildPlus Software
UEI	623538923
FAIN	09CH011719

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute or otherwise. The election of any, one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. RESERVED

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.
2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual

orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation, or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective, and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing, and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing, and overall delivery of human services.
 - d. Contractor shall recruit, promote, and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
 - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Human Services Administration
ATTN: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
Email: hsasdcontractsunit@hss.sbcounty.gov

ChildPlus Software
303 Perimeter Center North, Suite 400
Atlanta, GA 30346
Phone: 1-800-888-6674
Email: support@childplus.com

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

M. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

ChildPlus Software

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Adam Locke
(Print or type name of person signing contract)

Title Director of Sales and Marketing
(Print or Type)

Dated: _____

Address 303 Perimeter Center North, Suite 400
Atlanta, GA 30346

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, Deputy County Counsel
Date _____

Reviewed for Contract Compliance

Patty Steven, Contracts Manager
Date _____

Reviewed/Approved by Department

Jacquelyn Greene, Director
Preschool Services Department
Date _____



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR’S RECORDS.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit
ATTN: Program Specialist
825 E. Hospitality Lane, 2nd Floor San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division, ATTN: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

..... **Detach here**

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

Client Signature

Date



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or sent the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division
Attn: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079 909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support
Division Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

INSTRUCCIONES: El CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista. Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,
ATTN: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079 909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

..... **Separar aquí.**

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

_____ **Firma del Cliente**

_____ **Fecha**



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.

Si cree que ha sido discriminado, o que habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,
ATTN: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division
Contracts Unit 150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

ASSURANCE OF COMPLIANCE STATEMENT

**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

CHILDPLUS SOFTWARE

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations section 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

ChildPlus Software
ORGANIZATION



ATTACHMENT C Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: ChildPlus Software

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5

No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Aldor Delp

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

na

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
na	na

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
na	na	na

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
na	na	na

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
na	na

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member: na

Name of Contributor: na

Date(s) of Contribution(s): na

Amount(s): na

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.

3/7/2024

9:49 AM

Preschool Services Department

Eligibility Configuration

B8166

CSPP 2024

Applies to:

- Preschool Services Department - CCTR 2023-2024
- Preschool Services Department - CCTR 2024-2025
- Preschool Services Department - CSPP 2023-2024
- Preschool Services Department - CSPP 2024-2025

Automatically assign points based on Income

Foster	1000
Homeless	2000
Public Assistance	1000

- %

Number in Family	Maximum Annual Income
1	86514
2	86514
3	97843
4	113292
5	131419
6	149546
7	152944
8	156343
9	159742
10	163141
11	166539
12	169938

Automatically assign points based on Class Age

Participant is not eligible if less than 36 months old on the school-year cut-off date or at the time of enrollment.
 Participant is not eligible if 60 months old or older on the school-year cut-off date.

Other Eligibility Criteria

State Income Ranking (# in family & max\$)	
1	1/2-\$72 3-\$82 4-\$94 5-\$110 6-\$125
1	7-\$127 8-\$130 9-\$133 10-\$136 11-\$139 12-\$142
2	1/2-\$144 3-\$163 4-\$189 5-\$219 6-\$249
2	7-\$255 8-\$261 9-\$266 10-\$272 11-\$278 12-\$283
3	1/2-\$216 3-\$245 4-\$283 5-\$329 6-\$374
3	7-\$382 8-\$391 9-\$399 10-\$408 11-\$416 12-\$425
4	1/2-\$288 3-\$326 4-\$378 5-\$438 6-\$499
4	7-\$510 8-\$521 9-\$532 10-\$544 11-\$555 12-\$566
5	1/2-\$360 3-\$408 4-\$472 5-\$548 6-\$623
5	7-\$637 8-\$651 9-\$666 10-\$680 11-\$694 12-\$708
6	1/2-\$433 3-\$489 4-\$566 5-\$657 6-\$748
6	7-\$765 8-\$782 9-\$799 10-\$816 11-\$833 12-\$850
7	1/2-\$505 3-\$571 4-\$661 5-\$767 6-\$872
7	7-\$892 8-\$912 9-\$932 10-\$952 11-\$971 12-\$991
8	1/2-\$577 3-\$652 4-\$755 5-\$876 6-\$997 7-\$1,020
8	8-\$1,042 9-\$1,065 10-\$1,088 11-\$1,110 12-\$1,133
9	1/2-\$649 3-\$734 4-\$850 5-\$986 6-\$1,122 7-\$1,147
9	8-\$1,173 9-\$1,198 10-\$1,224 11-\$1,249 12-\$1,275
10	1/2-\$721 3-\$815 4-\$944 5-\$1,095 6-\$1,246 7-\$1,275

3/7/2024

9:49 AM

Preschool Services Department Eligibility Configuration

B8166

CSPP 2024

Other Eligibility Criteria

10	8-\$1,303 9-\$1,331 10-\$1,360 11-\$1,388 12-\$1,416
11	1/2-\$793 3-\$897 4-\$1,039 5-\$1,205 6-\$1,371 7-\$1,402
11	8-\$1,433 9-\$1,464 10-\$1,495 11-\$1,527 12-\$1,558
12	1/2-\$865 3-\$978 4-\$1,133 5-\$1,314 6-\$1,496 7-\$1,529
12	8-\$1,563 9-\$1,597 10-\$1,631 11-\$1,665 12-\$1,699
13	1/2-\$937 3-\$1,060 4-\$1,227 5-\$1,424 6-\$1,620 7-\$1,657
13	8-\$1,694 9-\$1,731 10-\$1,767 11-\$1,804 12-\$1,841
14	1/2-\$1,009 3-\$1,142 4-\$1,322 5-\$1,533 6-\$1,745 7-\$1,784
14	8-\$1,824 9-\$1,864 10-\$1,903 11-\$1,943 12-\$1,983
15	1/2-\$1,081 3-\$1,223 4-\$1,416 5-\$1,643 6-\$1,869 7-\$1,912
15	8-\$1,954 9-\$1,997 10-\$2,039 11-\$2,082 12-\$2,124
16	1/2-\$1,154 3-\$1,305 4-\$1,511 5-\$1,752 6-\$1,994 7-\$2,039
16	8-\$2,085 9-\$2,130 10-\$2,175 11-\$2,221 12-\$2,266
17	1/2-\$1,226 3-\$1,386 4-\$1,605 5-\$1,862 6-\$2,119 7-\$2,167
17	8-\$2,215 9-\$2,263 10-\$2,311 11-\$2,359 12-\$2,407
18	1/2-\$1,298 3-\$1,468 4-\$1,699 5-\$1,971 6-\$2,243 7-\$2,294
18	8-\$2,345 9-\$2,396 10-\$2,447 11-\$2,498 12-\$2,549
19	1/2-\$1,370 3-\$1,549 4-\$1,794 5-\$2,081 6-\$2,368 7-\$2,422
19	8-\$2,475 9-\$2,529 10-\$2,583 11-\$2,637 12-\$2,691
20	1/2-\$1,442 3-\$1,631 4-\$1,888 5-\$2,190 6-\$2,493 7-\$2,549
20	8-\$2,606 9-\$2,662 10-\$2,719 11-\$2,776 12-\$2,832
21	1/2-\$1,514 3-\$1,712 4-\$1,983 5-\$2,300 6-\$2,617 7-\$2,677
21	8-\$2,736 9-\$2,795 10-\$2,855 11-\$2,914 12-\$2,974
22	1/2-\$1,586 3-\$1,794 4-\$2,077 5-\$2,409 6-\$2,742 7-\$2,804
22	8-\$2,866 9-\$2,929 10-\$2,991 11-\$3,053 12-\$3,116
23	1/2-\$1,658 3-\$1,875 4-\$2,171 5-\$2,519 6-\$2,867 7-\$2,931
23	8-\$2,997 9-\$3,062 10-\$3,127 11-\$3,192 12-\$3,257
24	1/2-\$1,730 3-\$1,957 4-\$2,266 5-\$2,628 6-\$2,991 7-\$3,059
24	8-\$3,127 9-\$3,195 10-\$3,263 11-\$3,331 12-\$3,399
25	1/2-\$1,802 3-\$2,038 4-\$2,360 5-\$2,738 6-\$3,116 7-\$3,186
25	8-\$3,257 9-\$3,328 10-\$3,399 11-\$3,470 12-\$3,540
26	1/2-\$1,874 3-\$2,120 4-\$2,455 5-\$2,847 6-\$3,240 7-\$3,314
26	8-\$3,387 9-\$3,461 10-\$3,535 11-\$3,608 12-\$3,682
27	1/2-\$1,947 3-\$2,201 4-\$2,549 5-\$2,957 6-\$3,365 7-\$3,441
27	8-\$3,518 9-\$3,594 10-\$3,671 11-\$3,747 12-\$3,824
28	1/2-\$2,019 3-\$2,283 4-\$2,643 5-\$3,066 6-\$3,490 7-\$3,569
28	8-\$3,648 9-\$3,727 10-\$3,807 11-\$3,886 12-\$3,965
29	1/2-\$2,091 3-\$2,365 4-\$2,738 5-\$3,176 6-\$3,614 7-\$3,696
29	8-\$3,778 9-\$3,860 10-\$3,943 11-\$4,025 12-\$4,107
30	1/2-\$2,163 3-\$2,446 4-\$2,832 5-\$3,285 6-\$3,739 7-\$3,824
30	8-\$3,909 9-\$3,994 10-\$4,079 11-\$4,163 12-\$4,248
31	1/2-\$2,235 3-\$2,528 4-\$2,927 5-\$3,395 6-\$3,864 7-\$3,951
31	8-\$4,039 9-\$4,127 10-\$4,214 11-\$4,302 12-\$4,390
32	1/2-\$2,307 3-\$2,609 4-\$3,021 5-\$3,505 6-\$3,988 7-\$4,079
32	8-\$4,169 9-\$4,260 10-\$4,350 11-\$4,441 12-\$4,532
33	1/2-\$2,379 3-\$2,691 4-\$3,116 5-\$3,614 6-\$4,113 7-\$4,206
33	8-\$4,299 9-\$4,393 10-\$4,486 11-\$4,580 12-\$4,673
34	1/2-\$2,451 3-\$2,772 4-\$3,210 5-\$3,724 6-\$4,237 7-\$4,333
34	8-\$4,430 9-\$4,526 10-\$4,622 11-\$4,719 12-\$4,815

3/7/2024

9:49 AM

Preschool Services Department Eligibility Configuration

B8166

CSPP 2024

Other Eligibility Criteria

35	1/2-\$2,523	3-\$2,854	4-\$3,304	5-\$3,833	6-\$4,362	7-\$4,461
35	8-\$4,560	9-\$4,659	10-\$4,758	11-\$4,857	12-\$4,957	
36	1/2-\$2,595	3-\$2,935	4-\$3,399	5-\$3,943	6-\$4,487	7-\$4,588
36	8-\$4,690	9-\$4,792	10-\$4,894	11-\$4,996	12-\$5,098	
37	1/2-\$2,668	3-\$3,017	4-\$3,493	5-\$4,052	6-\$4,611	7-\$4,716
37	8-\$4,821	9-\$4,925	10-\$5,030	11-\$5,135	12-\$5,240	
38	1/2-\$2,740	3-\$3,098	4-\$3,588	5-\$4,162	6-\$4,736	7-\$4,843
38	8-\$4,951	9-\$5,058	10-\$5,166	11-\$5,274	12-\$5,381	
39	1/2-\$2,812	3-\$3,180	4-\$3,682	5-\$4,271	6-\$4,861	7-\$4,971
39	8-\$5,081	9-\$5,192	10-\$5,302	11-\$5,413	12-\$5,523	
40	1/2-\$2,884	3-\$3,261	4-\$3,776	5-\$4,381	6-\$4,985	7-\$5,098
40	8-\$5,211	9-\$5,325	10-\$5,438	11-\$5,551	12-\$5,665	
41	1/2-\$2,956	3-\$3,343	4-\$3,871	5-\$4,490	6-\$5,110	7-\$5,226
41	8-\$5,342	9-\$5,458	10-\$5,574	11-\$5,690	12-\$5,806	
42	1/2-\$3,028	3-\$3,425	4-\$3,965	5-\$4,600	6-\$5,234	7-\$5,353
42	8-\$5,472	9-\$5,591	10-\$5,710	11-\$5,829	12-\$5,948	
43	1/2-\$3,100	3-\$3,506	4-\$4,060	5-\$4,709	6-\$5,359	7-\$5,481
43	8-\$5,602	9-\$5,724	10-\$5,846	11-\$5,968	12-\$6,089	
44	1/2-\$3,172	3-\$3,588	4-\$4,154	5-\$4,819	6-\$5,484	7-\$5,608
44	8-\$5,733	9-\$5,857	10-\$5,982	11-\$6,106	12-\$6,231	
45	1/2-\$3,244	3-\$3,669	4-\$4,248	5-\$4,928	6-\$5,608	7-\$5,735
45	8-\$5,863	9-\$5,990	10-\$6,118	11-\$6,245	12-\$6,373	
46	1/2-\$3,316	3-\$3,751	4-\$4,343	5-\$5,038	6-\$5,733	7-\$5,863
46	8-\$5,993	9-\$6,123	10-\$6,254	11-\$6,384	12-\$6,514	
47	1/2-\$3,388	3-\$3,832	4-\$4,437	5-\$5,147	6-\$5,858	7-\$5,990
47	8-\$6,123	9-\$6,257	10-\$6,390	11-\$6,523	12-\$6,656	
48	1/2-\$3,461	3-\$3,914	4-\$4,532	5-\$5,257	6-\$5,982	7-\$6,118
48	8-\$6,254	9-\$6,390	10-\$6,526	11-\$6,662	12-\$6,798	
49	1/2-\$3,533	3-\$3,995	4-\$4,626	5-\$5,366	6-\$6,107	7-\$6,245
49	8-\$6,384	9-\$6,523	10-\$6,662	11-\$6,800	12-\$6,939	
50	1/2-\$3,605	3-\$4,077	4-\$4,721	5-\$5,476	6-\$6,232	7-\$6,373
50	8-\$6,514	9-\$6,656	10-\$6,798	11-\$6,939	12-\$7,081	
51	1/2-\$3,677	3-\$4,158	4-\$4,815	5-\$5,585	6-\$6,356	7-\$6,500
51	8-\$6,645	9-\$6,789	10-\$6,933	11-\$7,078	12-\$7,222	
52	1/2-\$3,749	3-\$4,240	4-\$4,909	5-\$5,695	6-\$6,481	7-\$6,628
52	8-\$6,775	9-\$6,922	10-\$7,069	11-\$7,217	12-\$7,364	
53	1/2-\$3,821	3-\$4,321	4-\$5,004	5-\$5,804	6-\$6,605	7-\$6,755
53	8-\$6,905	9-\$7,055	10-\$7,205	11-\$7,355	12-\$7,506	
54	1/2-\$3,893	3-\$4,403	4-\$5,098	5-\$5,914	6-\$6,730	7-\$6,882
54	8-\$7,035	9-\$7,188	10-\$7,341	11-\$7,494	12-\$7,647	
55	1/2-\$3,965	3-\$4,484	4-\$5,193	5-\$6,023	6-\$6,855	7-\$7,010
55	8-\$7,166	9-\$7,322	10-\$7,477	11-\$7,633	12-\$7,789	
56	1/2-\$4,037	3-\$4,566	4-\$5,287	5-\$6,133	6-\$6,979	7-\$7,137
56	8-\$7,296	9-\$7,455	10-\$7,613	11-\$7,772	12-\$7,930	
57	1/2-\$4,109	3-\$4,648	4-\$5,381	5-\$6,242	6-\$7,104	7-\$7,265
57	8-\$7,426	9-\$7,588	10-\$7,749	11-\$7,911	12-\$8,072	
58	1/2-\$4,182	3-\$4,729	4-\$5,476	5-\$6,352	6-\$7,229	7-\$7,392
58	8-\$7,557	9-\$7,721	10-\$7,885	11-\$8,049	12-\$8,214	
59	1/2-\$4,254	3-\$4,811	4-\$5,570	5-\$6,461	6-\$7,353	7-\$7,520

3/7/2024
9:49 AM

Preschool Services Department Eligibility Configuration

B8166

CSPP 2024

Other Eligibility Criteria

59	8-\$7,687	9-\$7,854	10-\$8,021	11-\$8,188	12-\$8,355	
60	1/2-\$4,326	3-\$4,892	4-\$5,665	5-\$6,571	6-\$7,478	7-\$7,647
60	8-\$7,817	9-\$7,987	10-\$8,157	11-\$8,327	12-\$8,497	
61	1/2-\$4,398	3-\$4,974	4-\$5,759	5-\$6,680	6-\$7,602	7-\$7,775
61	8-\$7,947	9-\$8,120	10-\$8,293	11-\$8,466	12-\$8,639	
62	1/2-\$4,470	3-\$5,055	4-\$5,853	5-\$6,790	6-\$7,727	7-\$7,902
63	1/2-\$4,542	3-\$5,137	4-\$5,948	5-\$6,899	6-\$7,852	7-\$8,030
62	8-\$8,078	9-\$8,253	10-\$8,429	11-\$8,605	12-\$8,780	
63	8-\$8,208	9-\$8,386	10-\$8,565	11-\$8,743	12-\$8,922	
64	1/2-\$4,614	3-\$5,218	4-\$6,042	5-\$7,009	6-\$7,976	7-\$8,157
64	8-\$8,338	9-\$8,520	10-\$8,701	11-\$8,882	12-\$9,063	
65	1/2-\$4,686	3-\$5,300	4-\$6,137	5-\$7,119	6-\$8,101	7-\$8,284
65	8-\$8,469	9-\$8,653	10-\$8,837	11-\$9,021	12-\$9,205	
66	1/2-\$4,758	3-\$5,381	4-\$6,231	5-\$7,228	6-\$8,226	7-\$8,412
66	8-\$8,599	9-\$8,786	10-\$8,973	11-\$9,160	12-\$9,347	
67	1/2-\$4,830	3-\$5,463	4-\$6,325	5-\$7,338	6-\$8,350	7-\$8,539
67	8-\$8,729	9-\$8,919	10-\$9,109	11-\$9,298	12-\$9,488	
68	1/2-\$4,902	3-\$5,544	4-\$6,420	5-\$7,447	6-\$8,475	7-\$8,667
68	8-\$8,859	9-\$9,052	10-\$9,245	11-\$9,437	12-\$9,630	
69	1/2-\$4,975	3-\$5,626	4-\$6,514	5-\$7,557	6-\$8,600	7-\$8,794
69	8-\$8,990	9-\$9,185	10-\$9,381	11-\$9,576	12-\$9,771	
70	1/2-\$5,047	3-\$5,708	4-\$6,609	5-\$7,666	6-\$8,724	7-\$8,922
70	8-\$9,120	9-\$9,318	10-\$9,517	11-\$9,715	12-\$9,913	
71	1/2-\$5,119	3-\$5,789	4-\$6,703	5-\$7,776	6-\$8,849	7-\$9,049
71	8-\$9,250	9-\$9,451	10-\$9,652	11-\$9,854	12-\$10,055	
72	8-\$9,381	9-\$9,585	10-\$9,788	11-\$9,992	12-\$10,196	
72	1/2-\$5,191	3-\$5,871	4-\$6,798	5-\$7,885	6-\$8,973	7-\$9,177
73	1/2-\$5,263	3-\$5,952	4-\$6,892	5-\$7,995	6-\$9,098	7-\$9,304
73	8-\$9,511	9-\$9,718	10-\$9,924	11-\$10,131	12-\$10,338	
74	1/2-\$5,335	3-\$6,034	4-\$6,986	5-\$8,104	6-\$9,223	7-\$9,432
74	8-\$9,641	9-\$9,851	10-\$10,060	11-\$10,270	12-\$10,480	
75	1/2-\$5,407	3-\$6,115	4-\$7,081	5-\$8,214	6-\$9,347	7-\$9,559
75	8-\$9,771	9-\$9,984	10-\$10,196	11-\$10,409	12-\$10,621	
76	1/2-\$5,479	3-\$6,197	4-\$7,175	5-\$8,323	6-\$9,472	7-\$9,686
76	8-\$9,902	9-\$10,117	10-\$10,332	11-\$10,547	12-\$10,763	
77	1/2-\$5,551	3-\$6,278	4-\$7,270	5-\$8,433	6-\$9,597	7-\$9,814
77	8-\$10,032	9-\$10,250	10-\$10,468	11-\$10,686	12-\$10,904	
78	1/2-\$5,623	3-\$6,360	4-\$7,364	5-\$8,542	6-\$9,721	7-\$9,941
78	8-\$10,162	9-\$10,383	10-\$10,604	11-\$10,825	12-\$11,046	
79	1/2-\$5,696	3-\$6,441	4-\$7,458	5-\$8,652	6-\$9,846	7-\$10,069
79	8-\$10,293	9-\$10,516	10-\$10,740	11-\$10,964	12-\$11,188	
80	1/2-\$5,768	3-\$6,523	4-\$7,553	5-\$8,761	6-\$9,970	7-\$10,196
80	8-\$10,423	9-\$10,649	10-\$10,876	11-\$11,103	12-\$11,329	
81	1/2-\$5,840	3-\$6,604	4-\$7,647	5-\$8,871	6-\$10,095	7-\$10,324
81	8-\$10,553	9-\$10,783	10-\$11,012	11-\$11,241	12-\$11,471	
82	1/2-\$5,912	3-\$6,686	4-\$7,742	5-\$8,980	6-\$10,220	7-\$10,451
82	8-\$10,683	9-\$10,916	10-\$11,148	11-\$11,380	12-\$11,612	
83	1/2-\$5,984	3-\$6,767	4-\$7,836	5-\$9,090	6-\$10,344	7-\$10,579
83	8-\$10,814	9-\$11,049	10-\$11,284	11-\$11,519	12-\$11,754	

3/7/2024
9:49 AM

Preschool Services Department Eligibility Configuration

B8166

CSPP 2024

Other Eligibility Criteria

84	1/2-	\$6,056	3-	\$6,849	4-	\$7,930	5-	\$9,199	6-	\$10,469	7-	\$10,706
84	8-	\$10,944	9-	\$11,182	10-	\$11,420	11-	\$11,658	12-	\$11,896		
85	1/2-	\$6,128	3-	\$6,931	4-	\$8,025	5-	\$9,309	6-	\$10,593	7-	\$10,834
85	8-	\$11,074	9-	\$11,315	10-	\$11,556	11-	\$11,797	12-	\$12,037		
86	1/2-	\$6,200	3-	\$7,012	4-	\$8,119	5-	\$9,418	6-	\$10,718	7-	\$10,961
86	8-	\$11,205	9-	\$11,448	10-	\$11,692	11-	\$11,935	12-	\$12,179		
87	1/2-	\$6,272	3-	\$7,094	4-	\$8,214	5-	\$9,528	6-	\$10,843	7-	\$11,088
87	8-	\$11,335	9-	\$11,581	10-	\$11,828	11-	\$12,074	12-	\$12,321		
88	1/2-	\$6,344	3-	\$7,175	4-	\$8,308	5-	\$9,637	6-	\$10,968	7-	\$11,216
88	8-	\$11,465	9-	\$11,714	10-	\$11,964	11-	\$12,213	12-	\$12,462		
89	1/2-	\$6,416	3-	\$7,257	4-	\$8,402	5-	\$9,747	6-	\$11,092	7-	\$11,343
89	8-	\$11,595	9-	\$11,848	10-	\$12,100	11-	\$12,352	12-	\$12,604		
90	1/2-	\$6,489	3-	\$7,338	4-	\$8,497	5-	\$9,856	6-	\$11,217	7-	\$11,471
90	8-	\$11,726	9-	\$11,981	10-	\$12,236	11-	\$12,490	12-	\$12,745		
91	1/2-	\$6,561	3-	\$7,420	4-	\$8,591	5-	\$9,966	6-	\$11,341	7-	\$11,598
91	8-	\$11,856	9-	\$12,114	10-	\$12,371	11-	\$12,629	12-	\$12,887		
92	1/2-	\$6,633	3-	\$7,501	4-	\$8,686	5-	\$10,075	6-	\$11,466	7-	\$11,726
92	8-	\$11,986	9-	\$12,247	10-	\$12,507	11-	\$12,768	12-	\$13,029		
93	1/2-	\$6,705	3-	\$7,583	4-	\$8,780	5-	\$10,185	6-	\$11,591	7-	\$11,853
93	8-	\$12,117	9-	\$12,380	10-	\$12,643	11-	\$12,907	12-	\$13,170		
94	1/2-	\$6,777	3-	\$7,664	4-	\$8,875	5-	\$10,294	6-	\$11,715	7-	\$11,981
94	8-	\$12,247	9-	\$12,513	10-	\$12,779	11-	\$13,046	12-	\$13,312		
95	1/2-	\$6,849	3-	\$7,746	4-	\$8,969	5-	\$10,404	6-	\$11,840	7-	\$12,108
95	8-	\$12,377	9-	\$12,646	10-	\$12,915	11-	\$13,184	12-	\$13,453		
96	1/2-	\$6,921	3-	\$7,827	4-	\$9,063	5-	\$10,514	6-	\$11,965	7-	\$12,236
96	8-	\$12,507	9-	\$12,779	10-	\$13,051	11-	\$13,323	12-	\$13,595		
97	1/2-	\$6,993	3-	\$7,909	4-	\$9,158	5-	\$10,623	6-	\$12,089	7-	\$12,363
97	8-	\$12,683	9-	\$12,912	10-	\$13,187	11-	\$13,462	12-	\$13,737		
98	1/2-	\$7,065	3-	\$7,991	4-	\$9,252	5-	\$10,733	6-	\$12,214	7-	\$12,490
98	8-	\$12,768	9-	\$13,046	10-	\$13,323	11-	\$13,601	12-	\$13,878		
99	1/2-	\$7,137	3-	\$8,072	4-	\$9,347	5-	\$10,842	6-	\$12,338	7-	\$12,618
99	8-	\$12,898	9-	\$13,179	10-	\$13,459	11-	\$13,739	12-	\$14,020		
100	1/2-	\$7,209	3-	\$8,154	4-	\$9,441	5-	\$10,952	6-	\$12,462	7-	\$12,745
100	8-	\$13,029	9-	\$13,312	10-	\$13,595	11-	\$13,878	12-	\$14,162		

Returning State Preschool Program participant who turned 4

100	Yes
0	No

Child Protective Services (CPS) or

At Risk 3000 Active

CPS

3000 At Risk for Abuse/Neglect/Exploitation (No CPS Case)

0 Not

Applicable

IFSP/IEP

3000 Current IFSP/IEP

EXHIBIT 1

RENEWAL

Prepared for

Preschool Services Department of San Bernardino Co

662 South Tippecanoe Avenue
San Bernardino, CA 92415
US

Tina Pham
Supervising Program Specialist
tina.pham@psd.sbcounty.gov
19097988657

ChildPlus Software

303 Perimeter Center North
STE 400
Atlanta, GA 30346-2487
United States

SUBSCRIPTION INFORMATION

Tina Pham
Supervising Program Specialist
tina.pham@psd.sbcounty.gov
19097988657

This is a three-year contract providing a 10% license discount in year one, 10% in year two and 15% in year three.

Products & Services	Billing Frequency	Quantity	Unit price	Price
Items due now				
ChildPlus Software Base Fee Core Software Base Fee	Annually	1	\$2,500.00 <u>/ year</u>	\$2,500.00 <u>/ year</u> for year 1
ChildPlus Software Per Child Fee Core Software Per Child - One per child (License)	Annually	4,000	\$25.00 <u>/ year</u>	\$90,000.00 <u>/ year</u> after 10% discount for year 1
Items due later				
ChildPlus Software Base Fee Core Software Base Fee	Annually	1	\$2,500.00 <u>/ year</u>	\$2,500.00 <u>/ year</u> for year 2
Payment starts: 12 months after 1st <u>payment</u>				

Products & Services	Billing Frequency	Quantity	Unit price	Price
ChildPlus Software Per Child Fee Core Software Per Child - One per child (License) Payment starts: 12 months after 1st payment	Annually	4,000	\$25.00 / year	\$90,000.00 / year after 10% discount for year 2
ChildPlus Software Base Fee Core Software Base Fee Payment starts: 24 months after 1st payment	Annually	1	\$2,500.00 / year	\$2,500.00 / year for year 3
ChildPlus Software Per Child Fee Core Software Per Child - One per child (License) Payment starts: 24 months after 1st payment	Annually	4,000	\$25.00 / year	\$85,000.00 / year after 15% discount for year 3
Annual subtotal				\$92,500.00 after \$10,000.00 discount
First payment				\$92,500.00

Future Payments Summary

Item	Payment
ChildPlus Software Base Fee	\$2,500.00 / year 2 starting 12 months after <u>payment</u> for 1 payment
ChildPlus Software Per Child Fee	\$90,000.00 / year 2 starting 12 months after payment for 1 payment
ChildPlus Software Base Fee	\$2,500.00 / year 3 starting 24 months after <u>payment</u> for 1 payment
ChildPlus Software Per Child Fee	\$85,000.00 / year 3 starting 24 months after payment for 1 payment

This Quote is entered into between Management Information Technology USA, Inc. d/b/a ChildPlus® Software, a Procare Solutions company ("ChildPlus") and the organization executing this Agreement and identified below as "Customer" ("Customer") on behalf of itself and the agencies or partner organizations identified in this Proposal (each, for purposes of this Agreement, an "Agency"). Customer, together with all such Agencies shall be defined collectively as "Licensee." ChildPlus and Licensee are each referred to as a "Party" and are collectively referred to as the "Parties."

Terms

Service Agreement	The ChildPlus Service Agreement (the "Agreement") governs Licensee's use of the ChildPlus services. The Agreement is located at childplus.com/agreement .
Authorized Signature	Customer represents that the signer below has the authority to bind Customer to the terms of this Quote and the Agreement.
Effective Dates	The effective date of this Proposal and Agreement is when this Quote is signed by Customer or at the time of Customer's Renewal.
Counterparts	This Quote and the Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one Agreement.

RENEWAL ACCEPTANCE

By signing this Quote, the Parties agree to be bound by the terms and conditions of this Quote and the Agreement.

Signature

Signature

Date

Printed name

Download

Print